

Staff Summary Report



Council Meeting Date: 10-02-2008

Agenda Item Number: _____

SUBJECT: Request to award one year contracts with four, one year renewal options to Proforce Law Enforcement and San Diego Police Equipment Company, Inc. to provide frangible and practice ammunition to be used as part of the Police Department's firearm training program.

DOCUMENT NAME: 20081002fsmg06 **PURCHASES (1004-01)**

SUPPORTING DOCS: No

COMMENTS: (RFP #09-023) Total cost for this contract shall not exceed \$100,000 during the initial contract period.

PREPARED BY: Michael Greene, C.P.M., Procurement Officer, 480-350-8516

REVIEWED BY: Tom Ryff, Police Chief, 480-350-8214
Craig Stapp, Police Sergeant, 480-858-6233
Steve Horsman, Police Officer, 480-858-6233

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in cost center 2251-6333.

RECOMMENDATION: Award the contracts.

ADDITIONAL INFO: The awarded firms will provide a variety of frangible and practice ammunition to support police officer firearm training at the City's indoor range. A total of four firms responded to this solicitation including Proforce Law Enforcement, San Diego Police Equipment, Adamson Police, and Payson Technology Group. An evaluation committee composed of Police Department and Procurement representatives assisted in reviewing and scoring the four (4) submitted offers from Proforce Law Enforcement, San Diego Police Equipment Company, Adamson Police, and Payson Technology Group. Based on results of the initial scoring, the evaluation committee short listed the two highest ranked firms made up of Proforce Law Enforcement and San Diego Police Equipment Company.

Discussions were held with these firms followed by submission of Best and Final offers. The evaluation committee completed the final scoring with both firms being recommended for award. Proforce Law Enforcement will be the primary firm for all frangible ammunition including the .223 caliber practice ammunition. San Diego Police Equipment will be the primary firm for all practice ammunition except the .223 caliber practice ammunition. Due to long delivery lead times associated with ammunition products, the City is recommending that both firms be awarded as secondary suppliers to each other in order to ensure available supply.



3009 North Highway 89
Prescott, AZ 86301
(800) 367-5855 Fax (928) 445-3468

Fax

To:	Michael Greene, City of Tempe	From:	John Werkhoven
Fax:	480-350-8661	Pages:	(including cover) 2
Phone:		Date:	9/17/2008
Re:		CC:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Thank you!

A handwritten signature in black ink, appearing to read "John N. Werkhoven", with a long, sweeping horizontal line extending to the right.

ProForce Law Enforcement
3009 N. Hwy 89
Prescott, AZ 86301
(800) 367-5855
Fax (928) 445-3468
Email: johnw@proforceonline.com



1-800-367-5855
3009 N Highway 89
Prescott, AZ 86301

Memo

To: Michael Greenie, City of Tempe

From: John Werkhoven

Date: 9-17-08

Subject: Best and Final Offer to RFP 09-023

1. Proforce is willing to extend the Offer of Acceptance Period from 60 days to 90 days.
2. Pricing will be held for 180 days from date of award
3. Warranty: Remington has forwarded the following statement in regards to their warranty;
"Ammunition should be stored in the factory carton or package. The labeling and identification on the original package helps to ensure proper future use. Ammunition should be stored in a locked closet or cabinet in a cool, dry area away from children, and away from firearms. Obviously, poor storage conditions, such as a humid or corrosive atmosphere, could cause product damage immediately. The shelf life of properly stored ammunition is approximately 10 years". Proforce Law Enforcement does not offer any warranty.

Thank you for considering ProForce Law Enforcement as one of your vendors.

A handwritten signature in black ink, appearing to read "John Werkhoven", is written over a horizontal line.

John Werkhoven
Sales Manager
1-800-367-5855
FAX 928-445-3468

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL: 09-023

RFP ISSUE DATE: 07/11/2008

Commodity Code(s): 680-04

PROCUREMENT DESCRIPTION: Frangible Ammunition

PROPOSAL DUE DATE/TIME: Wednesday, July 30, 2008, 3:00 P.M. MST

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Monday, July 21, 2008 at 5:00 P.M., MST

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each offeror's name will be publicly read. Prices are not read and kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Proposal offeror's are asked to immediately and carefully read the entire Request For Proposal and not later than 10 days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Michael Greene, CPM E-mail: michael_Greene@tempe.gov Phone No: 480-350-8516

Procurement Officer

Proposal evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, one (1) additional proposal response copy is also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

MG

Michael Greene, CPM
Central Services Administrator

Form 201-A (RFP)
(H/RFP 3-2002)

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name <u>PROFORCE LAW ENFORCEMENT</u>	
Company Mailing Address <u>3009 N. HIGHWAY 89, PRESCOTT, AZ 86301</u>	
Company Street Address <u>3009 N. HIGHWAY 89, PRESCOTT, AZ 86301</u>	
Proposal Offeror Contact <u>JOHN WERKHOVEN</u>	Title <u>L.E. SALES MANAGER</u>
Contact's Phone No. <u>800-367-5855</u>	E-mail Address <u>swies@lawgun.com</u>
<u>Proposal Offeror's Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No. <u>13-043914-T</u> or	
Arizona Use Tax No. <u>---</u>	
Federal I.D. No. <u>86-1022874</u>	
City & State Where Sales Tax is Paid <u>PRESCOTT</u> , <u>ARIZONA</u>	

THIS PROPOSAL IS OFFERED BY

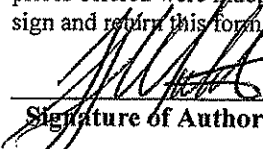
Authorized Proposal Offeror (Type or Print in ink) TIM MULDER

Proposal Offeror's Title (Type of Print in ink) PRESIDENT

Date _____

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.


Signature of Authorized Proposal Offeror

1-22-08
Date

Form 201-B (RFP)
(H/RFP 3-2002)

INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Request For Proposals that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this Request For Proposals.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", form 201-B (RFP) as provided in this Request For Proposals.
3. **Inquiries:** Questions regarding this Request For Proposals are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named in this Request For Proposals. Questions should be submitted in writing, when time permits. When sending correspondence related to this Request For Proposals, identify within the letter, the appropriate Request For Proposals' number, page and paragraph at issue. However, offeror (vendor) must not place the Request For Proposals' number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than 10 days before proposal opening and those received within 10 days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a Request For Proposals' Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the Request For Proposal as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this Request For Proposals, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request For Proposal.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this Request For Proposals. An offeror does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Request For Proposal includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Request For Proposal will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Request For Proposals, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

- EXCEPTION # 1 11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this Request For Proposals, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.

12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this Request For Proposal) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchase) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.

13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this Request For Proposals or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Request For Proposals that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Request For Proposal and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Request For Proposal may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this Request For Proposals and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.
16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposals may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements than those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City of Tempe.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the offeror certifies:
 - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
 - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.
 - C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request For Proposals and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Request For Proposals and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and contractor.
5. **Contract Formation:** This contract shall consist of this Request For Proposals document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Request For Proposals shall govern. The City's Request For Proposals shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Request For Proposals. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this Request For Proposal document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Request For Proposal Shall receive any direct or indirect benefit from the use of these specification.
17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

Request For Proposal Special Terms and Conditions

Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposal may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Request For Proposal is issued by the City Procurement Office. No alteration of any portion of this Request For Proposal document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request For Proposal to be valid and irrevocable for 60 days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twelve (12) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
- EXCEPTION #5.
#2 5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of 48 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
- EXCEPTION #3 6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Request For Proposal who wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by the City by providing a written 30 day notice of termination to the other party.
8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as follows:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.
11. **Delivery Time Evaluation Factor:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, offers must be clear in regard to those variations.
12. **180 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for one hundred and eighty (180) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the contractor. Once a price adjustment is approved, the contractor will not request an additional adjustment until 180 days has elapsed from the date of the most previous price increase approval.

13. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written proposal response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive offeror. Should no offeror be found totally responsive to all designated Request For Proposal requirements, the City at its option, may either award the contract to the most responsive offeror or cancel the Request For Proposal and issue another Request For Proposal for the need under revised specifications.

14. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each offeror.
15. **Non-exclusive Contract:** Any contract resulting from this Request For Proposal shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like materials or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
16. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the City to order and the contractor to deliver the material and/or service.
17. **Estimated Quantities:** This Request For Proposal references quantities as a general indication of the City needs; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Request For Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each offeror.
18. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number, as most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Request For Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request For Proposal will be accepted for payment.

19. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict proposal offers by other vendors but are intended to establish the quality, design or performance, which is desired. Any offer, which proposes like quality, design or performance, will be considered.

EXCEPTION
#4

20. **Warranty Statement:** Each offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.

EXCEPTION
#5

21. **Descriptive Literature:** Offeror is to include complete manufacturers' descriptive literature regarding the materials (equipment/products) they propose to furnish. Literature shall be sufficient in detail to allow for full and fair evaluation of the offer submitted. Failure to include required information needed to determine the qualities and acceptability of the proposal offer within the proposal response, will result in the offer being rejected.

EXCEPTION
#6

21. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City Procurement Office, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.

23. **Current Products:** All offers made in response to this Request For Proposal shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this Request For Proposal. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

24. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period(s).

EXCEPTION
#7

25. **Inventory:** The City of Tempe has an ongoing requirement for the material indicated in this Request For Proposal. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

EXCEPTION
#8

26. **Installation and Training:** The contractor shall install the equipment and provide training to City personnel to assure proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.

27. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

28. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

29. **Contractor's(Seller's) Risk:** Contractor (seller) agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request For Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release contractor (seller) from any obligation hereunder.

30. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverage:**
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount

and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

- 1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
- 2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
- 5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
- 6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

31. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. **"PRICES SHALL NOT BE READ"**. After contract award, the proposals and the evaluation documentation shall be open for public inspection.
32. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.
33. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
 - A. Determine in greater detail such offeror's qualifications;
 - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

34. **Confidential Information:**

- A. If a person believes that a proposal offer or specification, contains information that should be withheld, a statement advising the City Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination or until after award of proposal.
- C. The City Procurement Office shall review the statement and information and shall determine in writing whether the information shall be withheld. After award of contract, all bid response information shall be available for public inspection.
- D. If the City Procurement Office determines to disclose the information, the offeror shall be informed in writing of such determination. After award of contract, all proposal response information shall be available for public inspection.

35. **Payments - After Acceptance of Delivery:** the City shall make Payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net 30 days are offered as a discount.

36. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the CONTRACTOR, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONTRACTOR may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

37. **Taxes:** Propose all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your proposal pricing; unless specifically requested on the Price Sheet(s) within the Request For Proposal document. The City is exempt from payment of Federal Excise Tax and for proposal evaluation purposes will add Sales or Use Tax as applicable. For proposal evaluation purposes, transaction (sales) Privilege Tax to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realized net expense of zero (0).

Scope Frangible and Practice Ammunition

Frangible Ammunition

The City is seeking pricing on three frangible ammunition products to include the following:

Winchester RA9SF, Remington CTF9MMA, or equal;
Winchester RA40SF, Remington CTF40SWA or equal;
Winchester RA45SF, Remington CTF45APA or equal;

The City will order in increments no less than 5 cases per order packed 500 or 1000 rounds per case. The product must be the brand specified or an equal product. The projectiles will consist of a frangible copper/zinc-compressed bullet using a lead free and heavy metal free primer. Sufficient descriptive literature must be included with offer if submitting an equivalent product. The City reserves the right to determine if equivalent products are equal in performance to the brand specified.

The purpose of this Request for Proposal (RFP) is to develop a long term contract with a qualified company to furnish and delivery frangible ammunition in accordance with solicitation terms, conditions, and specifications. The initial term of this agreement will be for one year from the date of Council approval. Extensions may be mutually agreed to beyond this initial term up to a maximum of four additional years. Pricing will be held firm for this an initial 6 month period.

The City will review and evaluate all submitted offers. As part of the evaluation process the City reserves the right to request samples. If samples are requested the City will require a minimum of 400 rounds from the qualified firm(s) for both the .40 .9 and .45 caliber ammunition. The samples will be provided within a reasonable time frame but no later than 10 days after request. There will be no charge to the City for the samples submitted. Testing will performed by police officers within the indoor firing range used by the City. The results and opinions of the test firing will be solely that of the City with regards to the appropriateness and equivalency of the samples submitted.

All ammunition components must be lead free including primer and bullet. All products offered shall be frangible copper/polymer ammunition with newly manufactured cases. The City will not allow any remanufactured components.

Training Ammunition – NON Frangible

All components of the ammunition for all calibers will be new, commercially manufactured. Recycled or reloaded cases will not be accepted. Full jacketed bullets are preferred, plated bullets may be accepted if it is demonstrated that the jacket will not separate from the projectile when fired or during its path to the target. Lead projectiles which are not plated or jacketed specifically will not be accepted.

The velocities specified pertain to standard Glock model 17, 22, or 21 pistols. The rifle ammunition velocity specified pertains to the Colt AR15 with a 20" barrel.

Preferred (1) manufacturers are Winchester, Federal, Ultramax, Speer/CCI, Black Hills, or Remington for both the handgun and rifle ammunition. The specific exception to the above is the Winchester "white box" - USA Brand .223 ammunition. This brand will not function in our suppressed rifles as well as some other specific models and, therefore, will not be accepted.

Further, based on past ammunition tests, the City will not accept any Wolf or Sellior & Bellot ammunition.

Training Ammunition – NON Frangible Specifications

9mm

Projectile weights between 115 and 124 grains in weight.

Velocity must be between 1120 and 1160 FPS (Feet per second)

.40 S&W

Projectile weights between 165 and 180 grains in weight.

Velocity must be between 900 and 1000 FPS

.45 ACP

Projectile weights between 185 and 230 grains in weight.

Velocity must be between 800 and 900 FPS

.223 Rem.

Bullet weight must be 55 grains.

Velocity must be between 3000 and 3200 FPS from a 20" barrel

General Requirements

The City reserves the right to multiple award this RFP by line item or group by establishing a primary and secondary firm.

If contacted for samples, firms will deliver samples as soon as possible but no later than 10 calendar days after request. Failure to submit samples within this time frame or failure to respond to phone calls requesting samples will be reasons for rejection of offer.

All pricing shall be **FOB Destination (Inside Delivery)** to the Hardy Police Sub Station located at 8201 South Hardy, Tempe, Arizona 85284.

Ammunition may be packaged either 500 or 1000 rounds per case. Unit pricing shall be based on per 1000 rounds as shown per the attached Pricing Section. *RIFLE AMMUNITION (.223) IS PACKAGED AS 200 ROUNDS PER CASE.*

Proposal Questionnaire

Must be completed and submitted with proposal documents.

1. Who is your Customer Service contact for the City of Tempe?

Customer Service Name: JOHN WERKHOVEN - LE SALES MANAGER
Phone Number: 1-800-367-5855
Fax Number: (928) 445-3468
E-mail Address: purchasing@langun.com

2. List three (3) customer references for which your firm has provided similar frangible and practice ammunition products (government preferred).

Reference One:
Name of Firm: NEW MEXICO DEPT OF PUBLIC SAFETY
Contact Person: PATRICK SEALEY
Telephone Number: 505 827-3309 Fax Number: UNK

Reference Two:
Name of Firm: CITY OF RIO RANCHO
Contact Person: CATHY CALDERON
Telephone Number: 505-891-5010 Fax Number: UNK

Reference Three:
Name of Firm: CITY OF TACOMA
Contact Person: DEBBIE SEIBERT
Telephone Number: 253-502-8587 Fax Number: 253-502-8372

3. Does your firm agree to comply with all terms and conditions of the RFP?

Yes ☒ No ☐ WITH NOTED EXCEPTIONS (SEE ATTACHED)

4. Will your firm provide the City of Tempe's Procurement Office with an annual usage report?

Yes ☒ No ☐ UPON REQUEST

5. If selected, will your company allow other government agencies to utilize this contract?

Yes ☐ No ☒

6. Describe the warranty terms offered for the ammunition priced

ALL WARRANTY INFORMATION AND SERVICES ARE THROUGH THE MANUFACTURER. CONTACT REMINGTON AT (336) 548-8899

7. Is your firm an authorized distributor for the manufacturer offered? Yes ☒ No ☐

Proposal Checklist For Submittals

- _____ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- _____ Proposal Questionnaire has been completed and included.
- _____ Price Information completed and included
- _____ Any addendum(s) have been included
- _____ Descriptive Literature if offering equivalent brands

Evaluation

Award Criteria	Weight	X	Rating	=	Value
1. Quality of Ammunition – The overall quality of the ammunition offered to include specification compliance, accuracy, velocity, fragmentation, function with officer's weapons, safety of products based on Tempe's indoor firing range (if tested), and warranty offered;	10	X	_____	=	_____
2. Cost of Product – The total cost of ammunition will be considered;	6	X	_____	=	_____
3. Delivery – The ability of the offeror to comply with the stated minimum delivery requirements or exceed those expectations;	5	X	_____	=	_____
4. Experience – The experience of the offeror in selling and servicing similar accounts for the same product offered under this solicitation;	5	X	_____	=	_____
5. Responsiveness – The overall ability of the offeror to submit all required information at the time of proposal due date and the ability of the firm to comply with the City's terms and conditions;	4	X	_____	=	_____
Total Combined Score					_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	.	.	.	7
Good	.	.	.	5
Average	.	.	.	3
Poor	.	.	.	1
Not Addressed or Unacceptable				0

Company Name: PROFORCE LAW ENFORCEMENT

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Annual QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	Frangible ammunition, Winchester RA9SF or equal, Mfg. and Model # Offered <u>REMINGTON ITEM # CTF9HHA</u> Rounds per Case <u>500</u>	25,000 Rounds	Per 1,000	<u>\$317.20</u>	<u>\$7,930.00</u>
2.	Frangible Ammunition, Winchester RA40SF or equal, Mfg. and Model # Offered <u>REMINGTON ITEM # CTF40SWA</u> Rounds per Case <u>500</u>	80,000 Rounds	Per 1,000	<u>\$306.45</u>	<u>\$24,516.00</u>
3.	Frangible Ammunition, Winchester RA45SF or equal, Mfg. and Model # Offered <u>REMINGTON ITEM # CTF45APR</u> Rounds per Case <u>500</u>	15,000 Rounds	Per 1,000	<u>\$381.72</u>	<u>\$5,725.80</u>
4.	Practice Ammunition, 9mm Mfg. and Model # Offered <u>REMINGTON ITEM # L9M113</u> Rounds per Case <u>500</u>	30,000	Per 1,000	<u>\$182.80</u>	<u>\$5,484.00</u>
5.	Practice Ammunition, .40mm Mfg. and Model # Offered <u>REMINGTON ITEM # L40SW3</u> Rounds per Case <u>500</u>	120,000	Per 1,000	<u>\$231.18</u>	<u>\$27,741.60</u>
6.	Practice Ammunition, .45mm Mfg. and Model # Offered <u>REMINGTON ITEM # L45AP4</u> Rounds per Case <u>500</u>	20,000	Per 1,000	<u>\$274.19</u>	<u>\$5,483.80</u>
7.	Practice Ammunition, .223mm Mfg. and Model # Offered <u>REMINGTON ITEM # L223R3</u> Rounds per Case <u>200</u>	75,000	Per 1,000	<u>\$322.58</u>	<u>\$24,193.50</u>

SUB TOTAL \$101,074.70

PLUS APPLICABLE AZ SALES TAX @ 6.35% \$6,418.24

Total Gross Offer \$107,492.94

Delivery Time ARO for frangible ammunition: 120 TO 150 DAYS. ARO SEE ATTACHED QUOTE FOR DETAILS AND ORDERING INSTRUCTIONS.

Delivery Time ARO for training ammunition: 120 TO 150 DAYS. ARO

Will Samples, if requested, be provided at no charge (400 rounds each) for each of the items listed above for test purposes.

Yes ☒ No ☐

Company Name: PROFORCE LAW ENFORCEMENT

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Annual QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	Frangible ammunition, Winchester RA9SF or equal, Mfg. and Model # Offered <u>REMINGTON ITEM# CTF944A</u> Rounds per Case <u>500</u>	25,000 Rounds	Per 1,000	<u>\$ 317.20</u>	<u>\$ 7,930.00</u>
2.	Frangible Ammunition, Winchester RA40SF or equal, Mfg. and Model # Offered <u>REMINGTON ITEM# CTF40SWA</u> Rounds per Case <u>500</u>	80,000 Rounds	Per 1,000	<u>\$ 306.45</u>	<u>\$ 24,516.00</u>
3.	Frangible Ammunition, Winchester RA45SF or equal, Mfg. and Model # Offered <u>REMINGTON ITEM# CTF45APA</u> Rounds per Case <u>500</u>	15,000 Rounds	Per 1,000	<u>\$ 381.72</u>	<u>\$ 5,725.80</u>
4.	Practice Ammunition, 9mm Mfg. and Model # Offered <u>REMINGTON ITEM# L9MM2</u> Rounds per Case <u>500</u>	30,000	Per 1,000	<u>\$ 225.81</u>	<u>\$ 6,774.30</u>
5.	Practice Ammunition, .40mm Mfg. and Model # Offered <u>REMINGTON ITEM# L40SW4</u> Rounds per Case <u>500</u>	120,000	Per 1,000	<u>\$ 236.56</u>	<u>\$ 28,387.20</u>
6.	Practice Ammunition, .45mm Mfg. and Model # Offered <u>REMINGTON ITEM# L45AP4</u> Rounds per Case <u>500</u>	20,000	Per 1,000	<u>\$ 274.19</u>	<u>\$ 5,483.80</u>
7.	Practice Ammunition, .223mm Mfg. and Model # Offered <u>REMINGTON ITEM# L223R3</u> Rounds per Case <u>200</u>	75,000	Per 1,000	<u>\$ 322.58</u>	<u>\$ 24,193.50</u>

SUB TOTAL: \$ 103,010.60

PLUS APPLICABLE AZ SALES TAX @ 6.35% \$ 6,541.17

Total Gross Offer \$ 109,551.77

SEE ATTACHED QUOTE FOR DETAILS AND ORDERING INSTRUCTIONS.

Delivery Time ARO for frangible ammunition: 120 TO 150 DAYS ARO

Delivery Time ARO for training ammunition: 120 TO 150 DAYS ARO

Will Samples, if requested, be provided at no charge (400 rounds each) for each of the items listed above for test purposes.

Yes ☒ No ☐

RFP 09-023

All pricing shall be FOB Destination (Inside Delivery). Unit Prices noted above shall be priced per 1,000 rounds.

Ammunition may be packaged either 500 or 1000 rounds per case for all items listed. Firm shall note the packaging for each item as shown.

Samples will only be requested from alternate manufacturers who have not been called out as an approved product within this solicitation.

Minimum order shall be five cases of any one product. The City historically purchases 200 cases annually of the RA40SF product. The other two frangible products noted are ordered in lesser amounts. Total annual value of these products combined is approximately \$85,000.

* Applicable Tax 6.35%

* **State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of 2/10 % — days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:

Cecilia Miller	Letters A-C
Ramona Zapien	Letters D-O
Penny Brophy	Letters P-Z

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return) PROFORCE MARKETING, INC	
Business name, if different from above PROFORCE LAW ENFORCEMENT	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 3009 N HIGHWAY 89	Requester's name and address (optional)
City, state, and ZIP code PRESCOTT, AZ 86301-4914	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number								
8	6	1	0	2	2	8	7	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Paul Connolly*

Date *07-22-08*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ProForce Law Enforcement

Exceptions to RFP 09-023

#1 Payment By City Procurement Card: Our prices are for payment by check net 30 days. ProForce strives to be competitive in pricing. In order to provide you with the lowest prices we quote products for payment by check.

#2 Contract Renewal: Due to the rising cost in manufacturing materials for ammunition industry wide, ProForce and Remington can not guarantee pricing beyond the original term of this contract.

#3 Coopertive Use of Contract: ProForce can not extend this offer to any other agencies in the state of Arizona. Prices are based on the stated quantities requested on this RFP.

#4 Warranty Statement: There currently is no warranty statement available. All warranties are through the manufacturers. Contact Remington at (336) 548-8899 for warranty information.

#5 Descriptive Literature: Currently there is no descriptive literature available from Remington. Contact Remington at (336) 548-8899 for further details about this product.

#6 Samples: Sample products will be provided by Remington only. Please contact Remington at (336) 548-8899 for requested samples.

#7 Inventory: ProForce does not keep ammunition in inventory. We offer no charge on shipments ammunition, which is drop shipped from the manufacturer to the agency.

#8 Installation and Training: ProForce is a distributor for Remington. We do not provide any installation or training for products. Contact Remington at (336) 548-8899 for training.

Corporate: 3009 N. Highway 89. Prescott, AZ 86301
Store: 655 Berry Street. Suite H Brea, CA 92821
Tel: (800) 367-5855 Fax: (928) 445-3468



Date: July 22, 2008
Dept: Tempe (AZ)
ATTN: City Procurement Office
PHONE:
Fax:

RFP 09-023

ITEM #	QTY	PRODUCT DESCRIPTION	EXTENDED PRICE
CTF9MMA	25K	Remington 9mm, 90gr, Copper/Tin Sintered Frangible. @ \$317.20 per 1000 rounds.	\$7,930.00
CTF40SWA	80K	Remington 40 S&W, 125gr Copper/Tin Sintered Frangible. @ \$306.45 per 1000 rounds.	\$24,516.00
CTF45APA	15K	Remington 45 ACP, 155gr Copper/Tin Sintered Frangible. @ \$381.72 per 1000 rounds.	\$5,725.80
L9MM3	30K	Remington UMC, 9mm, 115gr, Metal Case. @ \$182.80 per 1000 rounds.	\$5,484.00
L40SW3	120K	Remington UMC, 40 S&W, 180gr, Metal Case. @ \$231.18 per 1000 rounds.	\$27,741.60
L45AP4	20K	Remington UMC, 45 ACP, 230gr, Metal Case. @ \$274.19 per 1000 rounds.	\$5,483.80
L223R3	75K	Remington UMC, 223, 55gr, Metal Case. @ \$322.58 per 1000 rounds.	\$24,193.50
		Note: Estimated delivery for all 223 & 40 S&W Ammo is approx. 120 to 150 days. Recommend you state partial shipments are OK on your PO for possible earlier delivery.	
		Handling/Shipping for stated quantities:	N/C
		Plus applicable sales tax. @ 6.35%	\$6,418.24
		(See ordering instructions below) F.E.T form required w/ your PO. Total:	\$107,492.94

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
ProForce Law Enforcement

A handwritten signature in black ink that reads "Paul Connolly".

Paul Connolly
Law Enforcement Specialist

IMPORTANT:

This quotation is based on department purchase order, payment by check, and stated quantities.

Ordering instructions: Please fax a copy of the department purchase order to (928) 445-3468

Standard terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders will be necessary.

Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.

This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending at expiration of quote.

Please Note: A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.

Corporate: 3009 N. Highway 89, Prescott, AZ 86301
 Store: 655 Berry Street, Suite H Brea, CA 92821
 Tel: (800) 367-5855 Fax: (928) 445-3468



Date: July 22, 2008
 Dept: Tempe (AZ)
 ATTN: City Procurement Office
 PHONE:
 Fax:

RFP 09-023

ITEM #	QTY	PRODUCT DESCRIPTION	EXTENDED PRICE
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CTF45APA	15K	Remington 45 ACP, 155gr Copper/Tin Sintered Frangible. @ \$381.72 per 1000 rounds.	\$5,725.80
L9MM2	30K	Remington UMC, 9mm, 124gr, Metal Case. @ \$225.81 per 1000 rounds.	\$6,774.30
L40SW4	120K	Remington UMC, 40 S&W, 165gr, Metal Case. @ \$236.56 per 1000 rounds.	\$28,387.20
L45AP4	20K	Remington UMC, 45 ACP, 230gr, Metal Case. @ \$274.19 per 1000 rounds.	\$5,483.80
L223R3	75K	Remington UMC, 223, 55gr, Metal Case. @ \$322.58 per 1000 rounds.	\$24,193.50
		Note: Estimated delivery for all 223 & 40 S&W Ammo is approx. 120 to 150 days. Recommend you state partial shipments are OK on your PO for possible earlier delivery.	
		Handling/Shipping for stated quantities:	N/C
		Plus applicable sales tax. @6.35%	\$6,541.17
		(See ordering instructions below) F.E.T form required w/ your PO. Total:	\$109,551.77

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
 ProForce Law Enforcement

Paul Connolly
 Law Enforcement Specialist

IMPORTANT:

This quotation is based on department purchase order, payment by check, and stated quantities.

Ordering Instructions: Please fax a copy of the department purchase order to (928) 445-3468

Standard terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders will be necessary.

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Please Note: A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.

Remington



REMINGTON ARMS COMPANY, INC.

LAW ENFORCEMENT • GOVERNMENT SALES
870 REMINGTON DRIVE • P.O. BOX 700
MADISON, NORTH CAROLINA 27025-0700
TELEPHONE 336-548-8899
FAX 336-548-8798

February 19, 2008

RE: ProForce Law Enforcement
3009 north Highway 89
Prescott, AZ 86301
(800) 367-5855

The above stated Dealer is an Authorized Law Enforcement Wholesaler for Remington Arms Company, Inc. Primary Area Responsibility of sales include: CA, AZ, UT, NM, WA, OR, ID, MT.

You may contact them direct for Remington products and inquiries.

Should you need additional contact information, you may contact our Remington Law Enforcement Sales Rep – Southeast Region: Dan Curtis @ (801) 376-4510.

Thank you,
Ricky W. Johnson
Manager –Law Enforcement sales

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL: 09-023

RFP ISSUE DATE: 07/11/2008

Commodity Code(s): 680-04

PROCUREMENT DESCRIPTION: Frangible Ammunition

PROPOSAL DUE Wednesday, July 30, 2008, 3:00 P.M. MST

DATE/TIME:

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Monday, July 21, 2008 at 5:00 P.M., MST

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each offeror's name will be publicly read. Prices are not read and kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Proposal offeror's are asked to immediately and carefully read the entire Request For Proposal and not later than 10 days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Michael Greene, CPM E-mail: michael_Greene@tempe.gov Phone 480-350-8516
No:

Procurement Officer

Proposal evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, one (1) additional proposal response copy is also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

MG

Michael Greene, CPM
Central Services Administrator

Form 201-A (RFP)
(H/RFP 3-2002)

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name <u>SAN DIEGO POLICE EQUIPMENT Co. INC.</u>	
Company Mailing Address <u>8205-A RONSON ROAD, SAN DIEGO, CA 92111</u>	
Company Street Address <u>SAME</u>	
Proposal Offeror Contact <u>RYAN KING</u>	Title <u>SALES</u>
Contact's Phone No. <u>800 367 8989</u>	E-mail Address <u>sales@san diego police equipment.com</u>
<u>Proposal Offeror's Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No. <u>N/A *</u> or	
Arizona Use Tax No. <u>N/A</u>	
Federal I.D. No. <u>33-0713803</u>	
City & State Where Sales Tax is Paid <u>*</u>	

* SAN DIEGO POLICE EQUIPMENT DOES NOT COLLECT SALES TAX FOR THE STATE OF ARIZONA.
PLEASE PAY ANY APPLICABLE TAX DIRECTLY TO THE STATE.

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) RYAN KING

Proposal Offeror's Title (Type or Print in ink) SALES

Date 7/28/08

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.

B-K
Signature of Authorized Proposal Offeror

7/28/08
Date

Form 201-B (RFP)
(H/RFP 3-2002)

INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Request For Proposals that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this Request For Proposals.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", form 201-B (RFP) as provided in this Request For Proposals.
3. **Inquiries:** Questions regarding this Request For Proposals are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named in this Request For Proposals. Questions should be submitted in writing, when time permits. When sending correspondence related to this Request For Proposals, identify within the letter, the appropriate Request For Proposals' number, page and paragraph at issue. However, offeror (vendor) must not place the Request For Proposals' number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than 10 days before proposal opening and those received within 10 days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a Request For Proposals' Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the Request For Proposal as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this Request For Proposals, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request For Proposal.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this Request For Proposals. An offeror does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Request For Proposal includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Request For Proposal will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Request For Proposals, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this Request For Proposals, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this Request For Proposal) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchase) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this Request For Proposals or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Request For Proposals that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Request For Proposal and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Request For Proposal may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this Request For Proposals and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposals may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements then those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City of Tempe.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the offeror certifies:

- A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
- B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.

- C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
- D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request For Proposals and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Request For Proposals and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and contractor.
5. **Contract Formation:** This contract shall consist of this Request For Proposals document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Request For Proposals shall govern. The City's Request For Proposals shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Request For Proposals. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this Request For Proposal document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Request For Proposal Shall receive any direct or indirect benefit from the use of these specification.
17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

Request For Proposal Special Terms and Conditions

Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposal may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Request For Proposal is issued by the City Procurement Office. No alteration of any portion of this Request For Proposal document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request For Proposal to be valid and irrevocable for 60 days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twelve (12) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of 48 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Request For Proposal who wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by the City by providing a written 30 day notice of termination to the other party.
8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as follows:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.
11. **Delivery Time Evaluation Factor:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, offers must be clear in regard to those variations.
12. **180 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for one hundred and eighty (180) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the contractor. Once a price adjustment is approved, the contractor will not request an additional adjustment until 180 days has elapsed from the date of the most previous price increase approval.

13. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written proposal response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive offeror. Should no offeror be found totally responsive to all designated Request For Proposal requirements, the City at its option, may either award the contract to the most responsive offeror or cancel the Request For Proposal and issue another Request For Proposal for the need under revised specifications.

14. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each offeror.
15. **Non-exclusive Contract:** Any contract resulting from this Request For Proposal shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like materials or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
16. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the City to order and the contractor to deliver the material and/or service.
17. **Estimated Quantities:** This Request For Proposal references quantities as a general indication of the City needs; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Request For Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each offeror.
18. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number, as most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Request For Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request For Proposal will be accepted for payment.

19. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict proposal offers by other vendors but are intended to establish the quality, design or performance, which is desired. Any offer, which proposes like quality, design or performance, will be considered.
20. **Warranty Statement:** Each offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
21. **Descriptive Literature:** Offeror is to include complete manufacturers' descriptive literature regarding the materials (equipment/products) they propose to furnish. Literature shall be sufficient in detail to allow for full and fair evaluation of the offer submitted. Failure to include required information needed to determine the qualities and acceptability of the proposal offer within the proposal response, will result in the offer being rejected.
21. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City Procurement Office, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
23. **Current Products:** All offers made in response to this Request For Proposal shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this Request For Proposal. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
24. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period(s).
25. **Inventory:** The City of Tempe has an ongoing requirement for the material indicated in this Request For Proposal. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
26. **Installation and Training:** The contractor shall install the equipment and provide training to City personnel to assure proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.
27. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
28. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
29. **Contractor's(Seller's) Risk:** Contractor (seller) agrees to bear all risk of loss, injury, or destruction of materials (equipment/products ordered as a result of this Request For Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release contractor (seller) from any obligation hereunder.

30. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverage:**
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount

and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage
- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.
3. All Coverages
- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

- 1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
- 2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
- 5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
- 6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

31. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. **"PRICES SHALL NOT BE READ"**. After contract award, the proposals and the evaluation documentation shall be open for public inspection.
32. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.
33. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
 - A. Determine in greater detail such offeror's qualifications;
 - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

34. **Confidential Information:**

- A. If a person believes that a proposal offer or specification, contains information that should be withheld, a statement advising the City Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination or until after award of proposal.
- C. The City Procurement Office shall review the statement and information and shall determine in writing whether the information shall be withheld. After award of contract, all bid response information shall be available for public inspection.
- D. If the City Procurement Office determines to disclose the information, the offeror shall be informed in writing of such determination. After award of contract, all proposal response information shall be available for public inspection.

35. **Payments - After Acceptance of Delivery:** the City shall make Payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net 30 days are offered as a discount.

36. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the CONTRACTOR, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONTRACTOR may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

37. **Taxes:** Propose all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your proposal pricing; unless specifically requested on the Price Sheet(s) within the Request For Proposal document. The City is exempt from payment of Federal Excise Tax and for proposal evaluation purposes will add Sales or Use Tax as applicable. For proposal evaluation purposes, transaction (sales) Privilege Tax to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realize net expense of zero (0).

Scope Frangible and Practice Ammunition

Frangible Ammunition

The City is seeking pricing on three frangible ammunition products to include the following:

Winchester RA9SF, Remington CTF9MMA, or equal;
Winchester RA40SF, Remington CTF40SWA or equal;
Winchester RA45SF, Remington CTF45APA or equal;

The City will order in increments no less than 5 cases per order packed 500 or 1000 rounds per case. The product must be the brand specified or an equal product. The projectiles will consist of a frangible copper/zinc-compressed bullet using a lead free and heavy metal free primer. Sufficient descriptive literature must be included with offer if submitting an equivalent product. The City reserves the right to determine if equivalent products are equal in performance to the brand specified.

The purpose of this Request for Proposal (RFP) is to develop a long term contract with a qualified company to furnish and delivery frangible ammunition in accordance with solicitation terms, conditions, and specifications. The initial term of this agreement will be for one year from the date of Council approval. Extensions may be mutually agreed to beyond this initial term up to a maximum of four additional years. Pricing will be held firm for this an initial 6 month period.

The City will review and evaluate all submitted offers. As part of the evaluation process the City reserves the right to request samples. If samples are requested the City will require a minimum of 400 rounds from the qualified firm(s) for both the .40 .9 and .45 caliber ammunition. The samples will be provided within a reasonable time frame but no later than 10 days after request. There will be no charge to the City for the samples submitted. Testing will performed by police officers within the indoor firing range used by the City. The results and opinions of the test firing will be solely that of the City with regards to the appropriateness and equivalency of the samples submitted.

All ammunition components must be lead free including primer and bullet. All products offered shall be frangible copper/polymer ammunition with newly manufactured cases. The City will not allow any remanufactured components.

Training Ammunition – NON Frangible

All components of the ammunition for all calibers will be new, commercially manufactured. Recycled or reloaded cases will not be accepted. Full jacketed bullets are preferred, plated bullets may be accepted if it is demonstrated that the jacket will not separate from the projectile when fired or during its path to the target. Lead projectiles which are not plated or jacketed specifically will not be accepted.

The velocities specified pertain to standard Glock model 17, 22, or 21 pistols. The rifle ammunition velocity specified pertains to the Colt AR15 with a 20" barrel.

Preferred (1) manufacturers are Winchester, Federal, Ultramax, Speer/CCI, Black Hills, or Remington for both the handgun and rifle ammunition. The specific exception to the above is the Winchester "white box" - USA Brand .223 ammunition. This brand will not function in our suppressed rifles as well as some other specific models and, therefore, will not be accepted.

Further, based on past ammunition tests, the City will not accept any Wolf or Sellior & Bellot ammunition.

Training Ammunition – NON Frangible Specifications

9mm

Projectile weights between 115 and 124 grains in weight.

Velocity must be between 1120 and 1160 FPS (Feet per second)

.40 S&W

Projectile weights between 165 and 180 grains in weight.

Velocity must be between 900 and 1000 FPS

.45 ACP

Projectile weights between 185 and 230 grains in weight.

Velocity must be between 800 and 900 FPS

.223 Rem.

Bullet weight must be 55 grains.

Velocity must be between 3000 and 3200 FPS from a 20" barrel

General Requirements

The City reserves the right to multiple award this RFP by line item or group by establishing a primary and secondary firm.

If contacted for samples, firms will deliver samples as soon as possible but no later than 10 calendar days after request. Failure to submit samples within this time frame or failure to respond to phone calls requesting samples will be reasons for rejection of offer.

All pricing shall be **FOB Destination (Inside Delivery)** to the Hardy Police Sub Station located at 8201 South Hardy, Tempe, Arizona 85284.

Ammunition may be packaged either 500 or 1000 rounds per case. Unit pricing shall be based on per 1000 rounds as shown per the attached Pricing Section.

Proposal Questionnaire

Must be completed and submitted with proposal documents.

1. Who is your Customer Service contact for the City of Tempe?

Customer Service Name: RYAN KING
Phone Number: 800 367 8989
Fax Number: 858 974 8530
E-mail Address: sales@sandiegopoliceequipment.com

2. List three (3) customer references for which your firm has provided similar frangible and practice ammunition products (government preferred).

Reference One: SGT JOHN POKORNY
Name of Firm: SAN DIEGO CO. SHERIFF
Contact Person: _____
Telephone Number: 858-565-3070 Fax Number: 858

Reference Two: _____
Name of Firm: SAN DIEGO POLICE DEPT.
Contact Person: OFIC ROBERT NOBBS
Telephone Number: 619-527-6070 Fax Number: _____

Reference Three: _____
Name of Firm: PHOENIX POLICE DEPT.
Contact Person: SGT BRET DRAUGHN
Telephone Number: 602-534-0673 Fax Number: _____

3. Does your firm agree to comply with all terms and conditions of the RFP?

Yes X No _____

4. Will your firm provide the City of Tempe's Procurement Office with an annual usage report?

Yes X No _____ UPON REQUEST

5. If selected, will your company allow other government agencies to utilize this contract?

Yes X No _____

6. Describe the warranty terms offered for the ammunition priced

ONE YEAR FACTORY WARRANTY.

7. Is your firm an authorized distributor for the manufacturer offered? Yes X No _____

Proposal Checklist For Submittals

- ☒ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- ☒ Proposal Questionnaire has been completed and included.
- ☒ Price Information completed and included
- ☐ Any addendum(s) have been included
- ☒ Descriptive Literature if offering equivalent brands

Evaluation

Award Criteria	Weight	X	Rating	=	Value
1. Quality of Ammunition – The overall quality of the ammunition offered to include specification compliance, accuracy, velocity, fragmentation, function with officer's weapons, safety of products based on Tempe's indoor firing range (if tested), and warranty offered;	10	X	_____	=	_____
2. Cost of Product – The total cost of ammunition will be considered;	6	X	_____	=	_____
3. Delivery – The ability of the offeror to comply with the stated minimum delivery requirements or exceed those expectations;	5	X	_____	=	_____
4. Experience – The experience of the offeror in selling and servicing similar accounts for the same product offered under this solicitation;	5	X	_____	=	_____
5. Responsiveness – The overall ability of the offeror to submit all required information at the time of proposal due date and the ability of the firm to comply with the City's terms and conditions;	4	X	_____	=	_____
Total Combined Score					_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	.	.	.	7
Good	.	.	.	5
Average	.	.	.	3
Poor	.	.	.	1
Not Addressed or Unacceptable				0

Company Name: San Diego Police Equip. Co. Inc.

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	Annual QTY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	Frangible ammunition, Winchester RA9SF or equal, Mfg. and Model # Offered <u>SPEER #53365</u> Rounds per Case <u>1000</u>	25,000 Rounds	Per 1,000	<u>\$332.81</u>	<u>\$8320.25</u>
2	Frangible Ammunition, Winchester RA40SF or equal, Mfg. and Model # Offered <u>SPEER #53375</u> Rounds per Case <u>1000</u>	80,000 Rounds	Per 1,000	<u>\$341.72</u>	<u>\$27,337.60</u>
3	Frangible Ammunition, Winchester RA45SF or equal, Mfg. and Model # Offered <u>SPEER #53375</u> Rounds per Case <u>1000</u>	15,000 Rounds	Per 1,000	<u>\$381.94</u>	<u>\$5,729.10</u>
4	Practice Ammunition, 9mm Mfg. and Model # Offered <u>FEDERAL #AE9AP</u> Rounds per Case <u>1000</u>	30,000	Per 1,000	<u>\$158.73</u>	<u>\$4,761.90</u>
5	Practice Ammunition, .40mm Mfg. and Model # Offered <u>CCI #3592</u> Rounds per Case <u>1000</u> <u>ALTERNATE B10: SPEER #53652</u>	120,000	Per 1,000	<u>\$192.04</u> <u>219.72</u>	<u>\$23,044.80</u> <u>26,366.40</u>
6	Practice Ammunition, .45mm Mfg. and Model # Offered <u>FEDERAL #AE45A</u> Rounds per Case <u>1000</u>	20,000	Per 1,000	<u>\$257.18</u>	<u>\$5,143.60</u>
7	Practice Ammunition, .223mm Mfg. and Model # Offered <u>FEDERAL XM193</u> Rounds per Case <u>500</u> <u>ALTERNATE B10: FEDERAL XM193A</u> <u>900 RDS/CASE ON STRIPPER CLIPS</u>	75,000	Per 1,000	<u>\$354.78</u> <u>346.00</u>	<u>\$26,608.50</u> <u>25,950.00</u>

Total Gross Offer

\$100,945.75

(NOT INCLUDING ALTERNATES)

Delivery Time ARO for frangible ammunition: 3-8 MONTHS - SEE ATTACHMENT

Delivery Time ARO for training ammunition: 1-8 MONTHS - SEE ATTACHMENT

Will Samples, if requested, be provided at no charge (400 rounds each) for each of the items listed above for test purposes.

Yes X No _____

RFP 09-023

All pricing shall be FOB Destination (Inside Delivery). Unit Prices noted above shall be priced per 1,000 rounds.

Ammunition may be packaged either 500 or 1000 rounds per case for all items listed. Firm shall note the packaging for each item as shown.

Samples will only be requested from alternate manufacturers who have not been called out as an approved product within this solicitation.

Minimum order shall be five cases of any one product. The City historically purchases 200 cases annually of the RA40SF product. The other two frangible products noted are ordered in lesser amounts. Total annual value of these products combined is approximately \$85,000.

* Applicable Tax * %

* SAN DIEGO POLICE EQUIPMENT CO. INC. DOES NOT COLLECT TAX FOR THE STATE OF ARIZONA.
PLEASE PAY ANY APPLICABLE TAX DIRECTLY TO THE STATE.

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of — % — days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:

Cecilia Miller	Letters A-C
Ramona Zapien	Letters D-O
Penny Brophy	Letters P-Z